benefit policies, and a compliance with it is essential to a change of beneficiary. None of the cases cited in support of the opinion is directly in point, being either decisions on fire insurance policies or regular life policies. The court were evidently controlled by the equity and justice of the particular case rather than the weight of judicial opinion. In *Supreme Conclave Royal Adelphi* v. *Capella,* 41 Fed. Rep. 1, the general rule given is that in making a change of beneficiary the insured is bound to do it in the manner pointed out by the policy and by-laws of the association, and any material deviation from this course will invalidate the transfer. *Association* v. *Brown,* 33 Fed. Rep. 11; *Supreme Lodge* v. *Nairn,* 60 Mich. 44; *McLaughlin* v. *McLaughlin,* 104 Cal. 171; *Ireland* v. *Ireland,* 42 Hun. 212; BACON, BENEFIT SOCIETIES AND LIFE INSURANCE, Sec. 305-10. There are three exceptions to the general rule, first, a waiver by company of strict compliance with its rules, *Martin* v. *Stubbings,* 126 Ill. 387; second, when beyond the power of insured to comply literally with the regulations, equity will treat the change as having been made. *A. O. U. W.* v. *Child,* 70 Mich. 163; third, if insured has done all in his power to change beneficiary, but dies before the new certificate is issued, equity will decree that to be done which ought to be done. *National American Association* v. *Kirgin,* 28 Mo. App. 80.

BANKS—DEPOSITS MADE BY INTESTATE IN TRUST FOR ANOTHER.—Intestate had been in the habit of depositing various sums of her own money in savings banks "in trust" for several different persons, among them the plaintiff, in trust for whom she had three separate accounts. Two of the accounts intestate had withdrawn, but the balance remaining due on the other was paid to plaintiff on settlement of the estate. Plaintiff never knew of the deposits until after the death of intestate. He now demands the amount of the sums that had been withdrawn, on the ground that an irrevocable trust had been established in his favor when the money was deposited. *Held,* that plaintiff could not recover, reversing the decision of the Appellate Division. *In re Totten* (1904), — N. Y. —, 71 N. E. Rep. 748.

The decisions in the New York courts in recent years on this important question have not been fully in accord; hence the court says: "It is necessary for us to settle the conflict by laying down such a rule as will best promote the interests of all the people in the state. After much reflection on the subject, guided by the principles established by our former decisions, we announce the following as our conclusion: A deposit by one person of his own money in his own name as trustee for another, standing alone, does not establish an irrevocable trust during the lifetime of the depositor. It is a tentative trust merely, revocable at will until the depositor dies or completes the gift in his lifetime by some unequivocal act or declaration, such as delivery of the pass-book or notice to the beneficiary." See *Beaver* v. *Beaver,* 117 N. Y. 421; *Matter of Bolin,* 136 N. Y. 177; *Haux* v. *Dry Dock Sav. Inst.,* 2 N. Y. App. Div. 165; also *Brabrook* v. *Boston Five Cent Sav. Bk.,* 104 Mass. 228; *Cummings* v. *Bramhall,* 120 Mass. 552. Contra, *Martin* v. *Funk,* 75 N. Y. 134; *Robinson* v. *Appleby,* 69 N. Y. App. Div. 509; *Bailey* v. *Mabie,* 95 N. Y. 206; *Minor* v. *Rogers,* 40 Conn. 512. See especially *Robertson* v. *McCarty,* 54 N. Y. App. Div. 103.